

REMARKS

The above Amendments and these Remarks are in reply to the Office Action mailed June 30, 2005. Claims 1-10, 27-32 and 38 are presented herewith for consideration.

I. Summary of the Examiner's Objections

Claims 1-3 and 5-10 were rejected under 35 U.S.C. 102(e) as being anticipated by US 2003/0069874 A1 to Hertzog et al. (Hertzog).

Claims 4 and 38 were rejected under 35 U.S.C. 103(a) as being unpatentable over Hertzog in view of Official Notice.

Claims 27-32 were rejected under 35 U.S.C. 103 (a) as being unpatentable over Hertzog in view of U.S. Patent No. 6,437,818 to Ludwig et al. (Ludwig) and U.S. Patent No. 5,729,739 to Cantin et al. (Cantin).

II. Rejection of Claims 1-3 and 5-10 Under 35 U.S.C. §102(e)

Claims 1-3 and 5-10 have been rejected under 35 U.S.C. 102(e) as being anticipated by Hertzog. Applicants respectfully traverse the rejection as follows.

In general, the Examiner has failed to find applicants' argument in response to the previous Office action unpersuasive on the grounds that the Examiner alleges that applicants argue limitations that do not appear in the claims. Applicants respectfully disagree. Applicants point out specific claim language that applicants respectfully submit are nowhere found in the claims. Applicants then go on to explain the meaning of these limitations based on disclosure in the specification. Applicants focus below specifically on the recited limitations which applicants respectfully submit are nowhere disclosed, taught or otherwise suggested in the claims.

"Differencing Transaction"

Claim 1, and Claims 2-3 and 5-10 dependent thereon, each recite in part:

A method for transferring media data to a network coupled apparatus, comprising: ...

(b) transferring at least a portion of the media data from the personal information space to the network coupled apparatus *in a differencing transaction* in response to a user request. (emphasis added).

The limitation is nowhere disclosed, taught or suggested in Hertzog.

As indicated by the Examiner, claim language must be interpreted in light of the specification. To determine the meaning of the term “differencing transaction” therefore, resort must be made to the specification. The specification explains the meaning of “differencing transaction” at page 25, line 17:

The generic output of the application object is provided to a delta module 550. Delta module 550 is a differencing engine which calculates differences in data between the output of the application object 510 and the copy of the data which is provided in an application object store (AOS) 520....

Hence, during a sync or transfer, the Application Object will, using a mechanism discussed below, extract the data of each application in the device and convert it to a universal data format. The delta module will then generate a difference set by comparing the output of the Application Object and the AOS. This difference information is forwarded to the encryption and compression routines for output to the storage server 550 in the form of a data package.

A synchronization system including a differencing scheme as described above and recited in Claims 1-10 is nowhere disclosed, taught or in any way suggested in Hertzog. Hertzog discloses a client services module 26 including a synchronization engine 28. The synchronization engine is a conventional sync engine and no details are provided regarding the mechanism of the synchronization.

Therefore, while applicant agrees with the Examiner that claim limitations from the specification are not read into the claims, claim terms are interpreted in light of the specification. When considered in light of the specification, the term “differencing transaction” is nowhere disclosed, taught or suggested in Hertzog. Applicants have carefully studied the paragraphs proffered by the Examiner (paragraphs 41-49), and can discern no disclosure, teaching or suggestion of the recited method including a “differencing transaction.”

It is therefore respectfully requested that the rejection of Claims 1-3 and 5-10 on the stated grounds be withdrawn. If the Examiner maintains this rejection, it is respectfully requested that the Examiner specifically point out where the cited reference discloses a “differencing transaction.”

Rejection of Claims 4 and 38 Under 35 U.S.C. §103

Claims 4 and 38 were rejected under 35 U.S.C. 103(a) as being unpatentable over Hertzog in view of Official Notice. However, Claims 4 and 38 depend on Claim 1. As discussed above, Claim 1 recites limitations that are nowhere taught or suggested in Hertzog. Namely, Hertzog has no teaching or suggestion of the recited method including a “differencing transaction.” The Official Notice taken by the Examiner adds nothing to the teaching of Hertzog in this regard. Therefore, neither Hertzog or the Office Notice taken by the Examiner, when taken alone or in combination with each other, teach or suggest the invention recited in Claims 4 and 38.

It is therefore respectfully requested that the rejection of Claims 4 and 38 on the stated grounds be withdrawn.

Rejection of Claims 27-32 Under 35 U.S.C. §103

Claims 27-32 were rejected under 35 U.S.C. 103 (a) as being unpatentable over Hertzog in view of Ludwig and Cantin. Applicants respectfully traverse the rejection as follows.

“Device Engine Including An Application Object For Mapping
The Digital Media Into A Temporary Data Structure”

Claim 27, and Claims 28-32 dependent thereon, each recite in part:

a device engine operatively coupled to the data transfer request initiator and responsive to the initiator to transfer digital media between the store and one of said plurality of network coupled devices, *the device engine including an application object for mapping the digital media into a temporary data structure.* (Emphasis added).

The recitation of a device engine including an application object for mapping media into a temporary data structure is nowhere disclosed, taught or suggested in Hertzog, Ludwig or Cantin, or a combination thereof.

As previously indicated, claim language must be interpreted in light of the specification. To determine the meaning of above-quoted claim language, resort must therefore be made to the specification. The specification explains the meaning of the above language starting at page 24, line 8:

As shown in Figure 5, each device engine 324 includes an application object 510. The application object is specific to each particular software application 810 running on the network-coupled device, and provides a standard interface between the device engine and the balance of the data transmission system of the invention, and the application 810... The job of the application object is to map data from the application into a temporary or "universal" data structure by connecting to the application via any number of standard interfaces to gain access to the applications data. The data structure of the application object puts the data in a generic or "universal data" format which may be used by the device engine components to generate data packages for provision to the storage server.

None of the cited references teach or suggest, for example, a "temporary data structure," or that digital media is mapped into a temporary data structure. The Examiner has indicated that this limitation is shown in Hertzog at paragraph 46. Applicants have carefully reviewed paragraph 46 of Hertzog and can find no such teaching or suggestion. As indicated, neither Ludwig nor Cantin add to the teaching of Hertzog in this regard. Therefore, none of the cited reference, taken alone or in combination with each other, teach or suggest the invention recited in Claims 27-32.

It is therefore respectfully requested that the rejection of Claims 27-32 on the stated grounds be withdrawn. If the Examiner maintains this rejection, it is respectfully requested that the Examiner specifically point out where the cited references in combination teach "an application object for mapping the digital media into a temporary data structure."

Based on the above amendments and these remarks, reconsideration of Claims 1-10, 27-32 and 38 is respectfully requested.

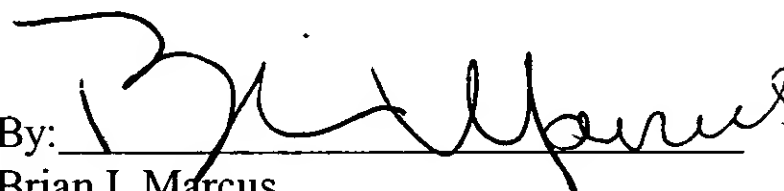
The Examiner's prompt attention to this matter is greatly appreciated. Should further questions remain, the Examiner is invited to contact the undersigned attorney by telephone.

Enclosed is a PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. § 1.136 for extending the time to respond up to and including today, December 30, 2005.

The Commissioner is authorized to charge any underpayment or credit any overpayment to Deposit Account No. 501826 for any matter in connection with this response, including any fee for extension of time, which may be required.

Respectfully submitted,

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